



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE
REFER TO FILE: **AS-0**

September 19, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AS-NEEDED SUBDRAIN SYSTEM CLEANING,
INSPECTION, AND SERVICING
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that these services to be provided are categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award the "As-Needed Subdrain System Cleaning, Inspection, and Servicing" contract to National Plant Services, Inc., located in Long Beach, California. The contract will be effective upon Board approval for a period of one year with two 1-year options not to exceed a total contract period of three years.
3. Authorize the contractor to proceed with this work in accordance with the contract's specifications, terms, conditions, and requirements.
4. Instruct the Chairman to sign this contract.
5. Delegate authority to the Director of Public Works to renew this contract for the two 1-year options, if, in the opinion of the Director, renewal is warranted.
6. Authorize Public Works to encumber and disburse an annual amount not to exceed \$500,000. This amount is based on our estimated workload and the contractor's cost to provide these services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Public Works operates and maintains a complex system of flood control and water conservation facilities. In order to operate these facilities effectively and maintain flood protection, Public Works must perform cleaning, inspecting, and servicing tasks on various channels' subdrain vaults and wall subdrain systems.

Implementation of Strategic Plan Goals

This contract meets the County's Strategic Plan Goals of Fiscal Responsibility and Service Excellence. These services are to be provided on a part-time and intermittent basis, and the contractor's expertise will allow Public Works to provide these services to the public in a more responsive manner.

FISCAL IMPACT/FINANCING

This contract is for an annual amount not to exceed \$500,000. This amount is based on our estimated workload and the contractor's cost to perform these services. This contract will commence upon Board approval for a period of one year. With the Board's delegated authority, the Director may renew this contract from year to year for a total contract period not-to-exceed three years. In any event, this contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the contractor. Funds are available in Public Works' 2002-03 budget to cover the cost of this contract. There will be no impact on net County cost.

This contract allows cost of living adjustments for the two optional years in accordance with County policy established by the Chief Administrative Office.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This contract has been properly executed by the contractor and approved by County Counsel as to form.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to this recommended contract which is for non-Proposition A services, as these services are required on a part-time and intermittent basis.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from CEQA pursuant to Class 1(e), (j), and (s) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On June 20, 2002, Public Works solicited proposals from 159 independent contractors and community business organizations to accomplish these services. Also, notice of proposal availability was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times.

On July 15, 2002, two proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements as outlined in the Request for Proposals (RFP). During this review, one proposal was found nonresponsive to the requirements of the RFP and was dropped from further evaluation. The remaining proposal met the minimum requirements and was then evaluated by an evaluation committee consisting of Public Works' staff. The committee's evaluation was based on criteria described in the RFP document, which included proposed fee, work plan of action/approach, experience, and references. Based on this evaluation, Public Works is recommending that this contract be awarded to National Plant Services, Inc., located in Long Beach, California, who was found to be a responsible and responsive proposer able to provide these services at a reasonable price.

Enclosure B reflects the proposer's minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains Board-ordered contract terms regarding contract termination for improper consideration, consideration of GAIN Program participants should the contractor require additional or replacement personnel, current and new employee notification of Federal-earned income tax credit, agreement to maximize the use of recycled-content paper products, contractor responsibility and debarment, and jury service requirements.

Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owner Information Form in compliance with Los Angeles County Code, Chapter 2.200 (Child Support Compliance Program).

The Honorable Board of Supervisors
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Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance has been obtained from the contractor.

As requested by your Board, the contractor has submitted a safety record which, in our opinion, reflects that activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or dates.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as this service is required on an intermittent and part-time basis.

CONCLUSION

Please have the original and one copy of this contract signed by the Chairman. Please return the signed copy for the contractor to this office, together with a conformed copy for Public Works' file. The fully executed original should be retained for your files.

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc. 5

cc: Chief Administrative Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of _____, 2002, BY AND BETWEEN the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY," and NATIONAL PLANT SERVICES, INCORPORATED, a corporation, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 15th day of July 2002, hereby agrees to furnish as-needed subdrain system cleaning, inspection, and servicing at various County flood control channels to the satisfaction of the Director of Public Works, as described in the attached Specifications for "As-Needed Subdrain System Cleaning, Inspection, and Servicing." County and Contractor have agreed that the Contractor will not be required to perform as-needed minor repair work as originally described in the Specifications.

SECOND: The Contract Specifications, the Contractor's Proposal, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto, Addenda to the Request for Proposals; and the insurance certifications, are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: The County agrees, in consideration of satisfactory completion of the services, and in strict accordance with the Contract Specifications, and to the satisfaction of the Director of Public Works, to pay to the Contractor the unit rates pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal submission, to an annual amount not to exceed \$371,250, or such greater sum as the Board may approve.

FOURTH: The Contractor agrees in strict accordance with the Contract Specifications and Conditions to provide as-needed subdrain system cleaning, inspection, and servicing to meet the County's requirements.

FIFTH: In the event that the Contractor's Terms and Conditions which may be listed in the Contractor's proposal, conflict with the County's Specifications, Requirements, Terms, and Conditions, herein, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

SIXTH: This Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has hereunto subscribed its name by and through its officers thereunto duly authorized, as of the day, month, and year hereinabove first written.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of
the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

National Plant Services, Inc.
a California corporation,

By _____
Dennis Keene, President

By _____
Secretary